

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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INVESTOPEDIA, LLC,

Plaintiff,

v.

OTA FRANCHISE CORPORATION  
d/b/a/ ONLINE TRADING ACADEMY,

Defendant.  
----- X

Case No.: 1:23-cv-07268-LGS

**~~PROPOSED~~ DEFAULT  
JUDGMENT**

This action having been commenced by the filing of a Summons and Complaint in this Court on August 16, 2023 [ECF Docs. 1 & 6], and true and correct copies of the Summons and Complaint having been served upon Defendant, OTA Franchise Corporation d/b/a/ Online Trading Academy (“OTA”), by having a process server deliver a copy of the Complaint and Summons to OTA, and proof of service having been filed with the Court on August 21, 2023 [ECF Doc. 8], and OTA having failed to answer, appear, or otherwise defend in this action within the time permitted by law, and said default having been noted by the Clerk of this Court on September 14, 2023 [ECF Doc. 12], and there being no just reason to delay entry of a default judgment against OTA.

NOW, on application of Investopedia, LLC, brought by its counsel, Carlton Fields, P.A., it is:

**ORDERED AND ADJUDGED**, that judgment be and hereby is entered in favor of Plaintiff, Investopedia, LLC, against Defendant, OTA Franchise Corporation d/b/a/ in the amount of \$ 556,572.99, computed as follows:

- \$420,796.00  
a. ~~\$416,146.00~~ is due and owing from OTA to Investopedia under the Insertion Orders and the Invoices.

~~\$135,043.41~~

- b. ~~\$133,631.39~~ which is the amount of accumulated pre-judgment interest due on the invoices through September 19, 2023, plus a per diem of ~~\$102.61~~ <sup>\$103.76</sup> for each day after September 19, 2023, through the entry of the Default Judgment; and
- c. \$733.58 for costs incurred in this action.

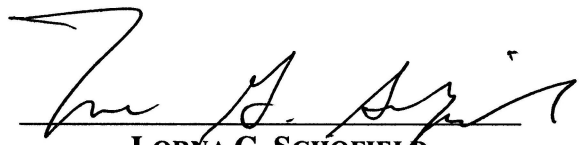
The Complaint asserts a breach of contract claim. Defendant consented to personal jurisdiction by this Court in its contract with Plaintiff, Dkt. 1-2 at 3. *See Nat'l Union Fire Ins. Co. of Pittsburgh, Pa. v. UPS Supply Chain Sols., Inc.*, 74 F.4th 66, 76 (2d Cir. 2023) ("Parties can consent to personal jurisdiction through forum-selection clauses in contractual agreements.").

"[A] defendant who defaults thereby admits all 'well-pleaded' factual allegations contained in the complaint" but "a district court need not agree that the alleged facts constitute a valid cause of action." *City of New York v. Mickalis Pawn Shop, LLC*, 645 F.3d 114, 137 (2d Cir. 2011) (citations omitted). "[A] district court is required to determine whether the plaintiff's allegations establish the defendant's liability as a matter of law." *Id.*; accord *Jordan v. Books*, No. 22 Civ. 6154, 2023 WL 4363003, at \*2 (S.D.N.Y. July 6, 2023).

The Complaint adequately alleges that the parties entered into a valid and enforceable contract under which Plaintiff would advertise Defendant's business on Plaintiff's website in exchange for monetary payment. The Complaint also alleges that Plaintiff performed in accordance with the contract and that Defendant did not make any payments. The Complaint adequately alleges that Defendant's breach resulted in damages. Default judgment is granted.

The Clerk of Court is respectfully directed to enter judgment accordingly and to close the case.

Dated: New York, New York  
November 16, 2023.

  
LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE